Dear Honorable Robert E. Gerber Clyde Jackson am Whiting you Would please beriew my a complete joint Suplacement my left wrist. The joints are fissel together and I can't move it backward and forwards I had this March 2010. I had surgery & right whist and it lest rews in my traft Wrist & Keep my Workman compensation case pen & am in constart pain in with of my wrist. Would you please Consider Keeping me und Compensation Jan: Clyde Jackson at 3197 Lower Kiner Rd. S.L. My Claim # is 6175/

Glejde Jackson

P.S. I have a lige time Workman Compensation

IN THE CIRCUIT COURT OF LI	MESTONE COUNTY, ALABAMA
CLYDE JACKSON,	
PLAINTIFF,))
VS.) CIVIL ACTION NO. CV 90-496
GENERAL MOTORS CORPORATION, SAGINAW DIVISION,)))
DEFENDANT.	<i>)</i> }

SATISFACTION OF JUDGMENT

This will certify that the judgment in the above case has been satisfied and that court costs have been paid in full.

THIS 3 day of 7eb, 1995.

CIRCUIT CLERK

IN THE CIRCUIT COURT OF L	IMESTONE COUNTY, ALABAMA
CLYDE JACKSON,)
PLAINTIFF,)
VS.) CIVIL ACTION NO. CV 90-496
GENERAL MOTORS CORPORATION, SAGINAW DIVISION,	
DEFENDANT.	}

RECEIPT

Received of Saginaw Division, General Motors Corporation, its draft in the amount of Sixteen Thousand and No/100 (\$16,000.00) Dollars in full payment, satisfaction, and accord of the lump sum settlement in the above cause.

This the <u>12</u> day of <u>Jan</u>, 1995.

PLAINTIFF/EMPLOYEE

IN THE CIRCUIT COURT OF LI	IMESTONE COUNTY, ALABAMA
CLYDE JACKSON,	
PLAINTIFF,	
VS.	CIVIL ACTION NO. CV 90-496
GENERAL MOTORS CORPORATION, SAGINAW DIVISION,	} }
DEFENDANT.))

SETTLEMENT AGREEMENT

The undersigned being the only parties interested in the above matter, hereby petition the Court for approval of this petition for settlement and settlement agreement and as such do represent to the Court as follows:

- 1. That the parties, Clyde Jackson and Saginaw Division, General Motors Corporation, are subject to the provisions of the Workmen's Compensation Act of the State of Alabama as last amended, and that the plaintiff is over the age of nineteen (19) years and resides in Decatur, Morgan County, Alabama, and can read and understand the English language. On or about to-wit: on several occasions, the dates of which are uncertain and in dispute, the plaintiff, while employed by the defendant, did allegedly sustain injuries and/or diseases to various body parts, including his neck, shoulders, elbows, wrists and hands. The plaintiff has been treated by numerous physicians including Dr. Masear, an orthopedic surgeon of Birmingham, Alabama. A copy of the last office note of Dr. Masear is attached hereto and incorporated herein by reference. The plaintiff returned to work after his injuries and/or diseases and worked for considerable periods of time and is now working for the defendant.
 - 2. The defendant-employer has paid to date medical and surgical benefits as

provided by said Workmen's Compensation Act on behalf of the plaintiff-employee in an amount equal to or greater than \$10,298.48. The defendant-employer has paid the plaintiff-employee temporary total disability benefits for 58 weeks and 3 days in an amount equal to or greater than \$19,386.14.

- 3. The plaintiff-employee, through his attorney, along with the defendant, through its attorney, agree that this is a disputed claim as to the nature and extent of any permanent loss of ability to earn, if any, sustained by the plaintiff-employee as a result of the alleged job related injuries and/or diseases which have occurred during the plaintiff's employ with the defendant up to the date of the execution of this agreement.
- 4. In the spirit of compromise the parties have agreed upon a lump sum settlement whereby the defendant-employer will pay to the plaintiff-employee the sum of Sixteen Thousand and No/100 (\$16,000.00) Dollars, which the defendant-employer is willing to pay and the plaintiff-employee is willing to accept, in full payment, satisfaction and accord of any and all claims for and on account of said alleged injuries and/or diseases occurring while in the employ of the defendant up to the day of the execution of this agreement which he might have under the Workmen's Compensation Law of the State of Alabama, including any claims for temporary or permanent disability compensation benefits.
- 5. The payment described above shall be paid by the defendant-employer to the plaintiff-employee in full payment, satisfaction and accord of any and all claims for compensation benefits either temporary or permanent on account of said alleged injuries and/or diseases occurring while in the employ of the defendant up to the day of the execution of this agreement as he might have under the Workmen's Compensation Act of the State of Alabama or otherwise against the defendant.

- 6. When the payment hereinabove referred to has been made, the defendant-employer shall be and is hereby released and discharged from any and all claims and liabilities for compensation benefits on account of said alleged injuries and/or diseases occurring while in the employ of the defendant up to the day of the execution of this agreement as he might have under the Workmen's Compensation Act of the State of Alabama as last amended or otherwise. Medical benefits shall remain in effect as required by the Workmen's Compensation Act.
- 7. The plaintiff-employee agrees to present himself for examination or if physically unable to do so to submit to examination by the physician or physicians designated by the defendant-employer when requested.
- 8. This settlement agreement contains the entire agreement between the parties hereto and is substantially in accordance with the Workmen's Compensation Act of the State of Alabama.

DONE and DATED at Albert, Alabama, on this the day of Pecenber, 1993.

PLAINTIFF-EMPLOYEE, who has read this agreement and been advised by his attorney as to its content and meaning

HENRY L. THOMPSON, who has read this agreement and advised plaintiff of its content

and meaning

IN THE CIRCUIT COURT OF LIMESTONE COUNTY, ALABAMA					
CLYDE JACKSON,					
PLAINTIFF,					
vs.	CIVIL ACTION NO. CV 90-496				
GENERAL MOTORS CORPORATION, SAGINAW DIVISION,					
DEFENDANT.					

FINDINGS OF FACT AND JUDGMENT

Upon a reading of the above and foregoing settlement agreement and being fully advised of the premises, and it appearing that the allegations of said settlement agreement are true and truly represent the facts surrounding the plaintiff-employee's alleged injury, and the said plaintiff-employee appearing in person before the Court and being examined by the Court, and evidencing his assent to said settlement, and having received the advice of Counsel, and recognizing that the settlement is in substantial conformity with the provisions of the Workmen's Compensation Act of the State of Alabama, as last amended;

It is therefore ORDERED, ADJUDGED and DECREED by the Court that said settlement agreement be and the same is hereby approved and the parties and all things conform thereto.

It is further ORDERED, ADJUDGED and DECREED by the Court that upon the defendant-employer paying to the plaintiff-employee the sum of Sixteen Thousand and No/100 (\$16,000.00) Dollars as outlined in said settlement agreement, that the defendant-employer shall be and is hereby discharged from any and all liability in this matter, whether thereunder the Workmen's Compensation laws of the State of Alabama as last amended or otherwise, and shall specifically be relieved of any obligation to pay any

compensation benefits of whatever kind or character to the plaintiff-employee for and concerning the injuries and/or diseases allegedly sustained by the plaintiff-employee during any periods that he has been employed by the defendant employer up to the date of the execution of this order. Medical benefits will be paid as required by the Workmen's Compensation Act of the State of Alabama.

It is further ORDERED, ADJUDGED and DECREED by the Court that the costs of this action are hereby assessed to the defendant for which execution may issue.

The plaintiff's attorney is hereby awarded a fee of $\frac{2400.24}{2400.24}$, to be paid from the proceeds of this judgment.

DONE and ORDERED this 13 day of Weemler, 1993.

CIRCUIT TUDGE

Den 19 50026-mg Doc 11623 Filed 04/19/12 Entered 94/19/12 15/49/35 (Main Doc 100)

Patient Address : 161591 - JACKSON, CLYDE

: 3197 LOWER RIVER ROAD : DECATUR, AL 35603

Phone SSN

: 256-355-6347 : 420-74-5788

Gender

: Male

Birthdate

: 09/01/1952

Employer

: DELPHI SAGINAW

Employer Phone

Marital Status

: Married

Responsible Party : -

Financial Class : 3 - WORKMAN'S COMP

Status

Account Type

: CASE NOT ACCEPTED AS W/C

Balance

: Total=0.00 Private=0.00 Ins-Pending=0.00

Signature Date

: 11/18/2009

Primary Physician (: 19 - VICTORIA R MASEAR, MD

Refering Physician

: 718.83 - OTHER JOINT DERANGEMENT, NOT EL : 718.83 - OTHER JOINT DERANGEMENT, NOT EL : 718.83 - OTHER JOINT DERANGEMENT, NOT EL

Allergies

: SEE MEDICAL HISTORY

Contact

: PT CELL

Ph 256-654-5217

First Visit

Employment Status : E

Miscellaneous

#. IBG Ins# Ins-Name...... Ins-Group... Ins-ID#..... Insured-Party..... Rel

1 3 9952 DELPHI NATIONAL 420-74-5788 420745788 DELPHI SAGINAW,P O d

Call Alisha C

-866-335-7444

09-50026-mg Doc 11623 Filed 04/19/12 Entered 04/19/12 15:48:35 Main Document Pg 10 of 10

ORTHOPAEDIC SPECIALISTS OF ALABAMA

APPOINTMENT LOOKUP

PRINTED 02:28:39pm 25 Mar 2010

PAGE: 1

FOR: CLYDE JACKSON

Ln#	Date	Doctor	Atype	Time	Slot.	Loc	Reason
1)	03/25/10	19 MASEAR, VICT	${f T}$	02:10p			POST-OP WRIST/BILATERAL
2)	03/09/10	19H MASEAR, VIC	H	09:15a			SVE L/SWANSON WRIST
۰,۱							ARTHROPLASTY
3)	02/02/10	19 MASEAR, VICT	R	01:40p	RTP	MCE	*WC *RC WRIST/LEFT
4)	12/16/09	19 MASEAR, VICT	R	CNCLD	R 🗻	MCE	(QC RESCHEDULE) RE-CHECK
							WRIST/LEFT
5)	11/18/09	19 MASEAR, VICT	N	03:40p	N	MCE	*WC* NP WRIST/LEFT